

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA5	<b>Page</b> 1 of 64
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAE20-00-R-0246		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2000OCT25	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-A ROCK ISLAND IL 61299-7630			<b>Code</b> W52H09	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:00pm (hour) local time 2000NOV27 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> CPT ERNEST DIXON <b>E-mail address:</b> DIXONE@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-6759
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	40
X	B	Supplies or Services and Prices/Costs	6	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	17	X	J	List of Attachments	49
X	D	Packaging and Marking	25	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	30	X	K	Representations, Certifications, and Other Statements of Offerors	50
X	F	Deliveries or Performance	36				
X	G	Contract Administration Data	37	X	L	Instr., Conds., and Notices to Offerors	57
X	H	Special Contract Requirements	38	X	M	Evaluation Factors for Award	61

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer</b> <input type="checkbox"/>		<b>17. Signature</b>	<b>18. Offer Date</b>

AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b>	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT			Code	
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  /SIGNED/ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0246      MOD/AMD</p>	<p style="text-align: center;"><b>Page 2 of 64</b></p>
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1            HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
<p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p>		
<p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p>		
<p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p>		

(AA7020)

A-2            52-201-4501	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
TACOM-RI		
<p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p>		
<p>b. If you think that this solicitation:</p>		
<p>1. has inappropriate requirements; or</p>		
<p>2. needs streamlining; or</p>		
<p>3. should be changed</p>		
<p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p>		
<p>c. The buyer's name, phone number and address are on the cover page of this solicitation.</p>		
<p>d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:</p>		
<p>U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223 Electronic Mail Address: AMSTA-CM-CR@ria.army.mil</p>		
<p>e. If you contact the Ombudsman, please provide him with the following information:</p>		
<p>(1) TACOM-RI solicitation number;</p>		
<p>(2) Name of PCO;</p>		
<p>(3) Problem description;</p>		
<p>(4) Summary of your discussions with the buyer/PCO.</p>		

(End of clause)

(AS7006)

Name of Offeror or Contractor:

A-3

52.210-4500

NOTICE OF PHOSPHATE COATING REQUIREMENT

MAR/1988

TACOM-RI

This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings.

(End of Clause)

(AS7002)

A-4

52.210-4516

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-5

52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI

SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD			

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN

PRICE \$

CLIN

PRICE \$

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-R-0246      <b>MOD/AMD</b></p>	<p align="center"><b>Page 4 of 64</b></p>
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**Name of Offeror or Contractor:**

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

A-6	52.215-4503	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
	TACOM-RI		

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.
2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).
3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-7	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b></p>	<p align="center"><b>Page 5 of 64</b></p>
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**Name of Offeror or Contractor:**

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-8	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	TACOM-RI		

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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(End of clause)

(AS7012)

A-9	52.246-4538	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
	TACOM-RI		

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

1. THIS CONTRACT IS A 100% SMALL BUSINESS SET ASIDE.
2. FOB IS DESTINATION.

\*\*\* END OF NARRATIVE A 001 \*\*\*

1. NOTICE TO OFFERORS: AWARD WILL BE MADE ON AN EVALUATION OF PRICE AND PAST PERFORMANCE AND WILL NOT BE MADE ON PRICE ALONE.

\*\*\* END OF NARRATIVE A 002 \*\*\*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  Supplies or Services and Prices/Costs  PRODUCTION QUANTITY  SECURITY CLASS: Unclassified  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Military LEVEL PACKING: B  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
0001AA	DATA ITEM  NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination  Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 001 3 DEL REL_CD QUANTITY DAYS AFTER AWARD 001 1 0199  FOB POINT: Destination  SHIP TO: PARCEL POST ADDRESS (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630	1	LO	\$ ** NSP **	\$ ** NSP **
0001AB	PRODUCTION QTY WITH FIRST ARTICLE  NSN: 1005-00-555-9423 NOUN: LEG,TRIPOD MOUNT FSCM: 19204 PART NR: 5559423 SECURITY CLASS: Unclassified PRON: M101S265M1 PRON AMD: 01  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin	320	EA	\$	\$

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0246 MOD/AMD	Page 7 of 64
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0001AC	<u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W52H090235A150</td><td>W31G1Z</td><td>J</td><td></td><td>1</td></tr></table> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DAYS AFTER AWARD</td></tr><tr><td>001</td><td>220</td><td>0307</td></tr><tr><td>002</td><td>100</td><td>0337</td></tr></table>  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON AL 36201-5021	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H090235A150	W31G1Z	J		1	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	220	0307	002	100	0337	320	EA	\$ _____	\$ _____
	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																				
	001	W52H090235A150	W31G1Z	J		1																				
	DEL REL CD	QUANTITY	DAYS AFTER AWARD																							
	001	220	0307																							
	002	100	0337																							
	<u>PRODUCTION QTY W/O FIRST ARTICLE</u>  NSN: 1005-00-555-9423 NOUN: LEG,TRIPOD MOUNT FSCM: 19204 PART NR: 5559423 SECURITY CLASS: Unclassified PRON: M101S265M1 PRON AMD: 01  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W52H090235A150</td><td>W31G1Z</td><td>J</td><td></td><td>1</td></tr></table> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DAYS AFTER AWARD</td></tr><tr><td>001</td><td>220</td><td>0195</td></tr><tr><td>002</td><td>100</td><td>0225</td></tr></table>  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON AL 36201-5021	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H090235A150	W31G1Z	J		1	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	220	0195	002	100	0225				
	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																				
	001	W52H090235A150	W31G1Z	J		1																				
	DEL REL CD	QUANTITY	DAYS AFTER AWARD																							
001	220	0195																								
002	100	0225																								
0002	<u>Supplies or Services and Prices/Costs</u>  <u>PRODUCTION QUANTITY</u>  SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>																									

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<div>PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Military LEVEL PACKING: B</div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</div> <div><u>DATA ITEM</u></div> <div>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</div> <div><u>Deliveries or Performance</u> DOC    </div>				



**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z)    XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON                           AL 36201-5021	440	EA	\$ _____	\$ _____
	<u>PRODUCTION QTY W/O FIRST ARTICLE</u>				
	NSN: 1005-00-650-7136 NOUN: LEG,TRIPOD MOUNT FSCM: 19204 PART NR: 6507136 SECURITY CLASS: Unclassified PRON: M101S266M1      PRON AMD: 01  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                           SUPPL REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD 001   W52H090235A151   W31G1Z    J                           1 DEL REL CD            QUANTITY            DAYS AFTER AWARD 001                   220                   0242  002                   220                   0272				
0003	FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z)    XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON                           AL 36201-5021				
	<u>Supplies or Services and Prices/Costs</u>  <u>PRODUCTION QUANTITY</u>  SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Military LEVEL PACKING: B  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin				
0003AA	<u>DATA ITEM</u>	1	LO	\$ <u>      ** NSP **      </u>	\$ <u>      ** NSP **      </u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0203				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630				
	PRODUCTION QTY WITH FIRST ARTICLE	320	EA	\$ _____	\$ _____
NSN: 1005-00-650-7137 NOUN: LEG,TRIPOD MOUNT FSCM: 19204 PART NR: 6507137 SECURITY CLASS: Unclassified PRON: M101S267M1 PRON AMD: 01					
Packaging and Marking					
Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin					
Deliveries or Performance DOC SUPPL					
REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H090235A152 W31G1Z J 1					
DEL REL CD QUANTITY DAYS AFTER AWARD 001 220 0326					
002 100 0356					
FOB POINT: Destination					
SHIP TO: PARCEL POST ADDRESS (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON AL 36201-5021					

CONTINUATION SHEET		Reference No. of Document Being Continued		Page 11 of 64	
		PIIN/SIIN DAAE20-00-R-0246		MOD/AMD	
Name of Offeror or Contractor:					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	<p>PRODUCTION QTY W/O FIRST ARTICLE</p> <p>NSN: 1005-00-650-7137 NOUN: LEG,TRIPOD MOUNT FSCM: 19204 PART NR: 6507137 SECURITY CLASS: Unclassified PRON: M101S267M1 PRON AMD: 01</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H090235A152 W31G1Z J 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 220 0242 002 100 0272</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON AL 36201-5021</p>	320	EA	\$	\$
0004	<p>Supplies or Services and Prices/Costs</p> <p>PRODUCTION QUANTITY</p> <p>SECURITY CLASS: Unclassified</p> <p>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p>				
0004AA	<p>DATA ITEM</p> <p>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination</p>	1	LO	\$ ** NSP **	\$ ** NSP **

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0100  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630	1200	EA	\$ _____	\$ _____
	<u>PRODUCTION QTY WITH FIRST ARTICLE</u>  NSN: 5306-00-610-8395 NOUN: BOLT,MACHINE FSCM: 19204 PART NR: 6108395 SECURITY CLASS: Unclassified PRON: M101S268M1 PRON AMD: 01  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H090235A153 W31G1Z J 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1,200 0173  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON AL 36201-5021				
0004AC	<u>PRODUCTION QTY W/O FIRST ARTICLE</u>  NSN: 5306-00-610-8395 NOUN: BOLT,MACHINE FSCM: 19204 PART NR: 6108395 SECURITY CLASS: Unclassified PRON: M101S268M1 PRON AMD: 01  <u>Packaging and Marking</u>	1200	EA	\$ _____	\$ _____

[illegible]

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	<u>PRODUCTION QTY WITH FIRST ARTICLE</u>  NSN: 5340-00-610-8402 NOUN: LATCH,PINTLE,MOUNT FSCM: 19204 PART NR: 6108402 SECURITY CLASS: Unclassified PRON: M101S269M1      PRON AMD: 01  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD 001   W52H090235A154   W31G1Z    J                                  1 DEL REL CD                  QUANTITY                  DAYS AFTER AWARD 001                                  400                                  0226  002                                  300                                  0256  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z)    XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON                                  AL 36201-5021	700	EA	\$ _____	\$ _____
0005AC	<u>PRODUCTION QTY W/O FIRST ARTICLE</u>  NSN: 5340-00-610-8402 NOUN: LATCH,PINTLE,MOUNT FSCM: 19204 PART NR: 6108402 SECURITY CLASS: Unclassified PRON: M101S269M1      PRON AMD: 01  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD 001   W52H090235A154   W31G1Z    J                                  1 DEL REL CD                  QUANTITY                  DAYS AFTER AWARD 001                                  400                                  0147  002                                  300                                  0177	700	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU W0L7 ANNISTON MUNITIONS CENTER TRANSPORTATION OFFICE ANNISTON AL 36201-5021				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>DATA ITEM</u>			\$ ** NSP **	\$ ** NSP **
	SECURITY CLASS: Unclassified SEQUENCE A001 THRU A005  Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.  A DD 250 IS NOT REQUIRED.  (End of narrative B002)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 16 of 64</b>
	<b>PIIN/SIIN</b> DAAE20-00-R-0246	<b>MOD/AMD</b>	

**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

-None-

(BA6701)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 17 of 64</b>
<b>Name of Offeror or Contractor:</b>		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u> <u>Title</u>	<u>Date</u>
C-1	52.210-4501      DRAWINGS/SPECIFICATION TACOM-RI	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPLs 5559423, 6507136, 6507137, 610839, and 6108402 with revisions in effect as of 04/06/00 for TDPL 5559423; as of 02/25/00 for TDPL 6507136, as of 04/06/00 for TDPL 6507137, as of 02/16/00 for TDPL 6108395 and as of 02/25/00 for TDPL 6108402. (except as follows):

SEE "CONTRACT C WORKSHEETS" AND NOTES ATTACHED BELOW:

CONTRACT C WORKSHEET

PRON P40SLKX4	AMC 1	AMSC G	ATC SIHHJ
TDP 5559423	TDPL DATE 04/06/00		
NSN 1005005559423	NOMENCLATURE LEG, TRIPOD MOUNT, FRONT		
ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):			
DOCUMENT	DELETE	REPLACE WITH	
SPI-5559423	MIL-P-116	MIL-STD-2073-1C	
SPI-5559423	MIL-P-116	MIL-PRF-3150	

DOCUMENT	DELETE	REPLACE WITH	
QAP 11010421	MIL-STD-105 &	MIL-STD-1916 VL IV for MAJOR &	
		VL II for MINOR characteristics	
QAP 11010424	"	"	
QAP 11010426	"	"	
QAP 11010530	"	"	
QAP 5140204	"	"	
QAP 5140210	"	"	
QAP 5140211	"	"	
QAP 5140213	"	"	
QAP 5559423	"	"	
QAP 5559424	"	"	

For QAP 11010421 Pg. 3 change MAJOR 101 as follows:

FROM: 101 5/16 UNC-2B	.65      SME-1
TO: 101 5/16 UNC-2B	
PITCH DIAMETER	SMTE
MINOR DIAMETER	SMTE

For QAP 5140211 Pg. 3 change MAJOR 101 as follows:

FROM: 101 5/16-18 UNC-2A	.65      SME-1
TO: 101 5/16-18 UNC-2A	
PITCH DIAMETER	SMTE
MAJOR DIAMETER	SMTE

For QAP 5140213 Pg. 3 change MAJOR 103 as follows:

FROM: 103 5/16-24 UNF-2A	.65      STM-1
TO: 103 5/16-24 UND-2A	
PITCH DIAMETER	SMTE

Name of Offeror or Contractor:

MAJOR DIAMETER		SMTE
For QAP 5559424 Pg. 6 change MAJORS 107 & 108 as follows:		
FROM: 107 5/16-24 UNF-2B	.65	STM-1
TO: 107 5/16-24 UNF-2B		
PITCH DIAMETER		SMTE
MINOR DIAMETER		
FROM: 108 5/16-16 UNC-2B	.65	
TO: 108 5/16-16 UNC-2B		
PITCH DIAMETER		SMTE
MINOR DIAMETER		SMTE
Add MAJOR 124 as follows:		

CONTRACT C WORKSHEET

PRON P40SLKX4                    AMC 1                    AMSC G                    ATC SIHHJ

TDP 5559423    TDPL DATE 04/06/00

NSN 1005005559423            NOMENCLATURE LEG, TRIPOD MOUNT, FRONT

124 PERPENDICULARITY OF .248    SMTE  
DIAMETER WITH DATUM -O-

GFM/GFE: DRAWING NO.

MYLARS REQUIRED (Check one):            Y or X N

CONTRACT C WORKSHEET

PRON P40SLMX4                    AMC 1                    AMSC G                    ATC SIHHJ

TDP 6507136    TDPL DATE 03/01/00

NSN 1005006507136            NOMENCLATURE LEG,TRIPOD MOUNT,REAR SIGHT

ENGINEERING EXCEPTIONS: The following engineering changes apply to this  
procurement action(s):

DOCUMENT	DELETE	REPLACE WITH
QAP 11010421	MIL-STD-105	MIL=STD-1916
QAP 11010425	MIL-STD-105	MIL-STD-1916
QAP 11010426	MIL-STD-105	MIL-STD-1916
QAP 11010530	MIL-STD-105	MIL-STD-1916
QAP 5140204	MIL-STD-105	MIL-STD-1916
QAP 5140210	MIL-STD-105	MIL-STD-1916
QAP 5140211	MIL-STD-105	MIL-STD-1916
QAP 5140213	MIL-STD-105	MIL-STD-1916
QAP 5140216	MIL-STD-105	MIL-STD-1916
QAP 5140217	MIL-STD-105	MIL-STD-1916
QAP 5559425	MIL-STD-105	MIL-STD-1916
QAP 6507136	MIL-STD-105	MIL-STD-1916

For QAP 5140211 Pg. 3, for MINOR characteristics 201 & 202 change as follows:

Name of Offeror or Contractor:

FROM: 201 2.64 CENTER LINE TO END 1.5  
SMTE  
TO: 201 2.67 CENTER LINE TO END 1.5  
SMTE

FROM: 202 2.14 HANDLE CENTER LINE TO END 1.5  
SMTE  
TO: 202 2,17 HANDLE CENTER LINE TO END 1.5  
SMTE

For QAP 5559425 Pg. 4, under MAJOR characteristic column add 109 as follows:

109 .004 to .008 CASE DEPTH (SEE TABLE II) .65  
STM-6

Pg. 5, for INSPECTION POSITION H: PIN,SPRING GUIDE, 5140202 for MINOR characteristic 201 change as follows:

FROM: 201 .225 DIAMETER 1.5  
SMTE  
TO: 201 .255 DIAMETER 1.5  
smte

Pg 6, add characteristic 304 as follows:

304 CASE DEPTH THREE SPECIMENS DISTRIBUTED AND PROCESSED  
CONCURRENTLY  
WITH THE ITEMS SELECTED AT RANDOM FROM EACH HEAT TREATMENT LOT SHALL BE  
INSPECTED FOR DEPTH OF CASE HARDNESS IAW STM-6.

Pg. 8, Add STM-6 as follows:

STM-6 CASE DEPTH THE TEST SHALL BE CONDUCTED IAW MIL-W-63150.

GFM/GFE: DRAWING NO.

**Name of Offeror or Contractor:**

CONTRACT C WORKSHEET

PRON P40SLNX4                      AMC 1                      AMSC G                      ATC SIHHJ

TDP 6507137 TDPL DATE 04/06/00

NSN 1005006507137 NOMENCLATURE LEG, TRIPOD MOUNT, REAR LEFT

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

DOCUMENT	DELETE	REPLACE WITH
QAP 11010421	MIL-STD-105 & AQLS	MIL-STD-1916 VL IV for MAJOR & VL II for MINOJR characteristics
QAP 11010426	"	"
QAP 11010530	"	"
QAP 5140204	"	"
QAP 5140210	"	"
QAP 5140211	"	"
QAP 5140213	"	"
QAP 5559428	"	"
QAP 6507137	"	"

For QAP 11010421 Pg. 3 change MAJOR 101 as follows:

FROM: 101 5/16-18 UNC-2B .65 SME-1  
TO: 101 5/16-18 UNC-2B  
PITCH DIAMETER SMTE  
MINOR CIAMETER SMTE

For QAP 11010421 Pg. 3 change Major 101 as follows:

FROM: 101 5/16-18 UNC-2A .65 STM-1  
TO: 101 5/16-18 UNC-2A  
PITCH DIAMETER SMTE  
MAJOR DIAMETER SMTE

For QAP 5140211 Pg. 3 change MAJOR 101 as follows:

FROM: 101 5/16-18 UNF-2B .65% STM-1  
TO: 101 5/16-18 UNF-2B  
PITCH DIAMETER SMTE  
MINOR DIAMETER SMTE

For QAP 555428 Pg. 5 for Inspection Position I Left REAR Upper Leg Assy  
5559428 change MAJORS 104 & 105 as follows:

FROM: 104 5/16-24 UNF-2B	.65%	STM-1
TO: 104 5/16-24 UNF-2B		
PITCH DIAMETER		SMTE
MINOR CIAMETER		SMTE
FROM: 105 5/16-18 UNC-2B	.65%	STM-1
TO: 105 5/16-18 UNC-2B		
PITCH DIAMETER		

GFM/GFE: DRAWING NO.

MYLARS REQUIRED (Check one):      Y or   X N

CONTRACT C WORKSHEET

PRON P40SLOX4                      AMC 1                      AMSC G                      ATC SIHHJ

TDP 6108395 TDPL DATE 02/16/00

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"><b>PIIN/SIIN</b> DAAE20-00-R-0246      <b>MOD/AMD</b></p>	<p style="text-align: center;"><b>Page 22 of 64</b></p>
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**Name of Offeror or Contractor:**

NSN 5306006108395 NOMENCLATURE SCREW, FRONT LEG CLAMPING

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

No exceptions.		
DOCUMENT	DELETE	REPLACE WITH
SPI-6108395	MIL-P-116	MIL-STD-2073-1C
SPI-6108395	MIL-P-3420	MIL-PRF-3420
SPI-6108395	MIL-B-117	MIL-B-22020
QAP 6108395	MIL-STD-105 & AQLS	MIL-STD-1916 VL IV for MAJOR & VL II for MINOR characteristics
	MIL-L-3150	MIL-PRF-3150

GFM/GFE: DRAWING NO.

MYLARS REQUIRED (Check one):      Y or   X N

CONTRACT C WORKSHEET

PRON P40SLPX4                      AMC 1                      AMSC G                      ATC SIHHJ

TDP 6108402    TDPL DATE 02/25/00

NSN 5340006108402 NOMENCLATURE LOCK ASSY PINTLE

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

DOCUMENT	DELETE	REPLACE WITH
QAP 11010448	MIL-STD-105	MIL-STD-1916
QAP 5140225	MIL-STD-105	MIL-STD-1916
QAP 5141080	MIL-STD-105	MIL-STD-1916
QAP 5141081	MIL-STD-105	MIL-STD-1916
QAP 6109402	MIL-STD-105	MIL-STD-1916
QAP 6153118	MIL-STD-105	MIL-STD-1916

For QAP 6108402 Pg. 1, PART 1 under NUMBER/NOMENCLLATURE change SQ 5140255 to SQ 5140225. Pg 3 PART IV for NUMBER 304 change SQ 5140255 to SQ 5140225.

"The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- o All AIE designs specified for critical Characteristics/Defects
- o Other -Lists by citing individual drawing numbers or equipment list(s).
- NONE-

GFM/GFE: DRAWING NO.

MYLARS REQUIRED (Check one):      Y or   X N

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 23 of 64</b>
<b>Name of Offeror or Contractor:</b>		

\_NOTE: ADD TO SECTION C ENGINEERING EXCEPTIONS: "MIL-STD-105, MIL-STD-414, MIL-STD-1235 AND ANSI Z 1.4 ARE REPLACED WITH MIL-STD-1916. UNLESS OTHERWISE STATED IN THE CONTRACT, VERIFICATION LEVELS (VL) SHALL REPLACE AQLS AND SHALL BE VL IV FOR MAJOR CHARACTERISTICS AND VL II FOR MINOR CHARACTERISTICS. ALL OTHER TECHNICAL DATA PROVISIONS REMAIN UNCHANGED."

AND: ADD TO SECTION C ENGINEERING EXCEPTIONS: "ALL GOVERNMENT AIE DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LISTS OR IN ANY OF THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE ARE NO LONGER BEING MAINTAINED BY THE GOVERNMENT, MAY NOT REFLECT THE LATEST COMPONENT CONFIGURATION AND ARE, THEREFORE, INCLUDED FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SUBMISSION TO THE GOVERNMENT FOR REVIEW OF ALL AIE IN ACCORDANCE WITH SECTION E OF THIS CONTRACT."

NOTE: WELDING REQUIREMENTS: WELDING PROCEDURES MUST BE SUBMITTED SIXTY (60) DAYS PRIOR TO FIRST ARTICLE. CONTRACTORS SHOULD SUBMIT THE WELDING PROCEDURES REFERENCING THE APPLICABLE CONTRACT NUMBER TO THE FOLLOWING ADDRESS: COMMANDER, PICATINNY ARSENAL, AMSTA-AET-M, ATTN: ROGER STANTON, BLDG. 25, DOVER, NJ, 00806. THE CONTRACTOR SHALL PREPARE DETAILED WELDING PROCEDURES WHICH DELINEATE ALL PROPOSED PROCEDURES, METHODS AND TECHNOLOGIES APPLICABLE TO THE WELDING REQUIREMENTS OF THE CONTRACT. THE WELDING PROCEDURES SHALL INCLUDE THE FACTORS IN TABLE I OF MIL-STD-1261 AND THEY SHALL INCLUDE ORTHOGONAL, ISOMETRIC OR OTHER SUITABLE DRAWING TYPES IAW DOD-STD-100. THE DRAWINGS SHALL DELINEATE A CROSS SECTION OF EACH JOINT, THE LOCATION OF EACH JOINT AND OTHER INFORMATION NECESSARY TO IDENTIFY THE JOINT AND WELDING REQUIREMENTS. THE WELDING PROCEDURES SHALL BE PREPARED IAW THE STANDARD AWS FORMAT IN AWS D1.1. THIS INCLUDES SPECIFIC PQRS QUALIFYING THE WPSS SUBMITTED FOR EACH WELD JOINT. ONCE THE TEST WELDS ARE APPROVED BY ROGER STANTON THE RESULTS WILL BE SENT TO JERRY FARMER, QUALITY ASSURANCE SPECIALIST, AMSTA-AR-QAW-C, ROCK ISLAND, IL. 61299 WHO WILL DOCUMENT AND PROVIDE INPUT EITHER DISAPPROVING OR APPROVING TO THE PROCURING ACTIVITY . BASED UPON AMSTA-AR-QAW-C'S RECOMMENDATIONS PROCEDURES SHALL BE APPROVED BY THE PROCURING ACTIVITY PRIOR TO COMMENCING WELDING. WORKMANSHIP SPECIMENS SHALL BE PREPARED IAW MIL-STD-1261 AND APPROVED BY A DCMC WELDING SPECIALIST PRIOR TO START OF PRODUCTION. APPROVED SPECIMENS SHALL BE MAINTAINED IN THE ACTUAL WELDING FABRICATION AREA.

(CS6100)

C-2	52.210-4501	PHOSPHATE COATING REQUIREMENT	MAR/2000
	TACOM-RI		

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: CPT ERNIE DIXON, AMSTA-LC-CSC-A, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is every 8 hours.

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is every 8 hours.

(End of clause)

(CS6510)

C-3	52.210-4511	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
	TACOM-RI		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 24 of 64</b>
<b>Name of Offeror or Contractor:</b>		

- (a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:
- N/A
- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances'.
- (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:
- N/A
- (c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:
- N/A
- (d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.
- (End of Clause)

(CS6191)

- |     |             |  |          |
|-----|-------------|--|----------|
| C-4 | 52.211-4505 | AVAILABLE TECHNICAL DATA PACKAGE (TDP) | APR/2000 |
|     | TACOM RI    |  |          |
- a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: [http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.
- (End of Clause)

(CS7102)

- |     |             |  |          |
|-----|-------------|--|----------|
| C-5 | 52.248-4502 | CONFIGURATION MANAGEMENT DATA INTERFACES | MAR/1999 |
|     | TACOM-RI    |  |          |
- The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.
- These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.
- If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.
- Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.
- (End of Clause)

(CS7108)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 25 of 64</b>
<b>Name of Offeror or Contractor:</b>		

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4500 TACOM-RI	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the requirements in the specification/standard defined below.

b. The following requirements shall apply:

NSN: 1005-00-555-9423/ CLIN 0001

MILSTRIP:

A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99, and the Special Packaging Instruction contained in the TDP.

PRESERVATION: MILITARY  
LEVEL OF PACKING: B  
QUANTITY PER UNIT PACKAGE: 001  
SPI NUMBER\_: 5559423, REV F, DATED 14 MAY 96\_\_\_\_\_

B. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

C. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129 Revision N, Date 15 May 97, including bar coding iaw ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

D. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in Paragraph E below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

NSN: 1005-00-650-7136/ CLIN 0002

MILSTRIP:

A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99, and the Special Packaging Instruction contained in the TDP.

PRESERVATION: MILITARY  
LEVEL OF PACKING: B  
QUANTITY PER UNIT PACKAGE: 001  
SPI NUMBER\_: 6507136, REV E, DATED 19 AUG 98\_\_\_\_\_

B. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0246      MOD/AMD</p>	<p style="text-align: center;"><b>Page 26 of 64</b></p>
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**Name of Offeror or Contractor:**

contained in a manner that will permit safe handling during shipment and storage.

C. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129 Revision N, Date 15 May 97, including bar coding iaw ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

D. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in Paragraph E below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

NSN:1005-00-650-7137/ CLIN 0003

MILSTRIP:

A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99, and the Special Packaging Instruction contained in the TDP.

PRESERVATION: MILITARY  
 LEVEL OF PACKING: B  
 QUANTITY PER UNIT PACKAGE: 001  
 SPI NUMBER: 6507137, REV G, DATED 26 MAR 97\_\_\_\_\_

B. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

C. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129 Revision N, Date 15 May 97, including bar coding iaw ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

D. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in Paragraph E below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

NSN: 5306-00-610-8395/CLIN 0004

MILSTRIP: :

A. The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein.  
 B. The following Packaging requirements shall apply:

PRESERVATION: COMMERCIAL  
 LEVEL OF PACKING: Commercial  
 QUANTITY PER UNIT PACKAGE: 001  
 QUANTITY OF UNIT PACKAGES PER INTERMEDIATE CONTAINER:  
 Unit Package Weight (lbs.)--- Unit Package Cube (Cubic Feet)---  
 Unit Package Size (length x Width x Depth)(Inches)---

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center">PIIN/SIIN DAAE20-00-R-0246      MOD/AMD</p>	<p align="right"><b>Page 27 of 64</b></p>
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**Name of Offeror or Contractor:**

- 1 Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- 1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- 1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- 1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
- 2 Unit package
- 2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.
- 2.2 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
3. Intermediate Package
- 3.1 Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
- 4 Packing
- 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- 4.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- C. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- D. Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97 including bar coding, see AIM-BC1, Uniform Symbology Specification (USS) -39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- E. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- F. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0246      MOD/AMD</p>	<p style="text-align: center;"><b>Page 28 of 64</b></p>
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**Name of Offeror or Contractor:**

MILSTRIP: : .

A. The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein.

B. The following Packaging requirements shall apply:

PRESERVATION: COMMERCIAL  
 LEVEL OF PACKING: Commercial  
 QUANTITY PER UNIT PACKAGE: 001  
 QUANTITY OF UNIT PACKAGES PER INTERMEDIATE CONTAINER:  
 Unit Package Weight (lbs.)--- Unit Package Cube (Cubic Feet)---  
 Unit Package Size (length x Width x Depth)(Inches)---

1 Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2 Unit package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

2.2 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

3. Intermediate Package

3.1 Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

4 Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

4.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

C. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

D. Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97 including bar coding, see AIM-BC1, Uniform Symbology Specification (USS) -39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to,

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 29 of 64</b>
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**Name of Offeror or Contractor:**

Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

E. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page</b> 30 <b>of</b> 64
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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

PART NUMBER	NOMENCLATURE
5559423	LEG, TRIPOD MOUNT, FRONT
5140204	LEVER ASSEMBLY, INDEXING
11010424	LEG, FRONT, LOWER
5140206	BODY, INDEXING, LEVER
5559424	LEG, FRONT, UPPER
6108999	YOKE ASSEMBLY
6108395	SCREW, FRONT LEG CLAMPS
6108400	SCREW, CLAMP, FRONT LEG
5140225	LOCK
6108402	LOCK ASSEMBLY, PINTLE
6153118	HOUSING, GUN PINTLE LOCK
5141080	CAM
5141081	COLLAR, SPACING
5140216	LATCH, SLEEVE LOCK
6507136	LEG, TRIPOD MOUNT, REAR RIGHT
5559425	LEG, REAR, RIGHT, UPPER
11010426	LEG SECTION, TRIPOD MOUNT, REAR
6507137	LEG, TRIPOD MOUNT, REAR LEFT
5559428	LEG, REAR, LEFT, UPPER
11010427	BODY, REAR LEG

First article test-contracting testing: a total quantity of 10 each, 5 with and 5 without coatings. Coating Inspections shall be IAW respective specification requirement. The other "5" parts without coatings shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-R-0246      <b>MOD/AMD</b></p>	<p align="right"><b>Page</b> 31 <b>of</b> 64</p>
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**Name of Offeror or Contractor:**

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to ATTN: AMSTA-AR-QAW-C, ROCK ISLAND, IL. 61299.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-4                      52.246.4025                      HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT                      OCT/2000  
TACOM-RI  
NOTE: THE HIGHER LEVEL CONTRACT QUALITY REQUIREMENT FOR THIS CONTRACT IS A QUALITY SYSTEM EQUIVALENT TO ISO 9003 AND PARAGRAPH 4.9 OF ISO 9002. (REFERENCE BLOCK 9).

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve defect detection through final inspection and test. Your quality system shall, at a minimum, comply with the requirements of an ISO 9003 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) commercial, or (3) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- ( ) ISO 9002
- ( ) ISO 9003
- ( ) QS 9000
- ( ) ANSI/ASQ 9001
- ( ) ANSI/ASQ 9002

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 32 of 64</b>
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**Name of Offeror or Contractor:**

( ) ANSI/ASQ 9003

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7023)

E-5      52.246-4503      ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL      JAN/1999  
TACOM-RI      PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK  $\geq$  2.00 (or equivalent capability) is achieved; for Major characteristics a CPK  $\geq$  1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 33 of 64</b>
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**Name of Offeror or Contractor:**

(ES7019)

E-6      52.246-4528      REWORK AND REPAIR OF NONCONFORMING MATERIAL      MAY/1994  
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-7      52.246-4531      ACCEPTANCE INSPECTION EQUIPMENT (AIE)      JUN/2000  
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as ''Critical, Special or Major'' shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 34 of 64</b>
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**Name of Offeror or Contractor:**

contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(End of clause)

(ES7018)

E-8	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	TACOM-RI		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

E-9	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000	MAR/1997
	TACOM-RI		

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

- (1)\_\_\_\_NOT CERTIFIED
- (2)\_\_\_\_CERTIFIED
  - (i)\_\_\_\_DATE OF CERTIFICATION
  - (ii)\_\_\_\_CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 35 of 64</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:**

Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 36 of 64</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	JAN/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 37 of 64
	PIIN/SIIN DAAE20-00-R-0246	MOD/AMD	

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.232-4503 TACOM-RI	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 38 of 64</b>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are [dixone@ria.army.mil](mailto:dixone@ria.army.mil) and [AMSTA-LC-CTRL@ria.army.mil](mailto:AMSTA-LC-CTRL@ria.army.mil). The data fax numbers for submission are (309) 782-0241, ATTN:CPT Ernie Dixon and (309) 782-1338 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

H-4	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 39 of 64</b>
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**Name of Offeror or Contractor:**

H-5                      52.247-4545                      PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION                      MAY/1993  
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_\_ YES \_\_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0246 MOD/AMD	Page 40 of 64
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-10	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-11	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-12	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-13	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-14	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-15	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-16	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-18	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-19	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-20	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-21	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-22	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-23	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-25	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-32	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-33	52.232-25	PROMPT PAYMENT	JUN/1997
I-34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-35	52.233-1	DISPUTES	JAN/1999
I-36	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-37	52.242-13	BANKRUPTCY	JUL/1995
I-38	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-39	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-40	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-41	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-42	52.248-1	VALUE ENGINEERING	FEB/2000
I-43	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-44	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-45	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-46	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0246 MOD/AMD	Page 41 of 64
Name of Offeror or Contractor:		

	Regulatory Cite	Title	Date
	DFARS		
I-47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
	DFARS		
I-48	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-49	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
I-50	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-51	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
	DFARS		
I-52	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-53	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-54	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		
I-55	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
	DFARS		
I-56	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
	DFARS		
I-57	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
	DFARS		
I-58	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
	DFARS		
I-59	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
	DFARS		
I-60	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-61	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-62	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-63	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-64	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-65	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
	DFARS		
I-66	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-67	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) (1) PN: 5559423, Leg, Tripod Mount (2) PN: 6507136, Leg, Tripod Mount, (3) PN: 6507137, Leg, Tripod Mount, (4) PN: 6108395, Bolt Machine and (5) PN:6108402, Latch, Pintle, Mount; by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) (1) PN: 5559423, Leg, Tripod Mount (2) PN: 6507136, Leg, Tripod Mount, (3) PN: 6507137, Leg, Tripod Mount, (4) PN: 6108395, Bolt Machine and (5) PN:6108402, Latch, Pintle, Mount; shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 90 days prior to last scheduled delivery by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 42 of 64</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>	
Evaluated Option (F.O.B. Origin)	\$ _____	CLIN 0001    PN: 5559423
	\$ _____	CLIN 0002                      PN: 6507136
	\$ _____	CLIN 0003                      PN: 6507137
	\$ _____	CLIN 0004                      PN: 6108395
	\$ _____	CLIN 0005                      PN: 6108402

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-68                      52.202-1                      DEFINITIONS                      OCT/1995

(a) ''Head of the agency'' (also called                      agency head'') or ''Secretary'' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term ''authorized representative'' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. ''Minor'' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-R-0246      <b>MOD/AMD</b></p>	<p align="center"><b>Page 43 of 64</b></p>
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**Name of Offeror or Contractor:**

services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) ''Contracting Officer'' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term ''subcontracts'' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

I-69	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
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(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 44 of 64</b>
<b>Name of Offeror or Contractor:</b>		

I-70                      52.203-7                      ANTI-KICKBACK PROCEDURES                      JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0246      MOD/AMD</p>	<p style="text-align: center;"><b>Page 45 of 64</b></p>
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**Name of Offeror or Contractor:**

I-71      52.209-3      FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II      JAN/1997

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

\* (See instructions regarding submission of First Article clause)  
 \*\* (See Schedule B)

(End of Clause)

(IF7116)

I-72      52.209-6      PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT      AUG/1995

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 46 of 64</b>
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**Name of Offeror or Contractor:**

limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-73	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-74	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-75	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
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(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0246 MOD/AMD	Page 47 of 64
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**Name of Offeror or Contractor:**

performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-76                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                      OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-77                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

I-78                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      AUG/2000  
DFARS

(a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 48 of 64</b>
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**Name of Offeror or Contractor:**

previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.pdf](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf) and in Excel format at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.xls](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 49 of 64</b>
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**Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST		002	
Attachment 002	LIST OF ADDRESSES		001	
Exhibit A	DD FORM 1423	19-JUN-00	002	
The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <a href="http://aais.ria.army.mil/aais/SOLINFO/index.htm">http://aais.ria.army.mil/aais/SOLINFO/index.htm</a> . Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.				

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 50 of 64</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	52.219-1	DELETED 20 SEP 00 AND REPLACED BY KF6012	NOV/1999
(a)(1) The standard industrial classification (SIC) code for this acquisition is 3499.			
(2) The small business size standard is 500.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b) Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern.			
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.			
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a women-owned small business concern.			
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -			
(i) it ____is ____is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and			
(ii) it ____is ____is not a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture: _____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.			
(5) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:			

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0246      MOD/AMD</p>	<p style="text-align: center;"><b>Page 51 of 64</b></p>
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**Name of Offeror or Contractor:**

- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kirbati, Tuvalu, or Naura).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6011)

K-6      52.203-2      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION      APR/1985

- (a) The offeror certifies that-
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 52 of 64</b>
<b>Name of Offeror or Contractor:</b>		

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-7      52.204-3      TAXPAYER IDENTIFICATION      OCT/1998

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision to comply with debt collection requirements of 31 U.S.C 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

( ) TIN: \_\_\_\_\_

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

( ) Sole proprietorship;

Name of Offeror or Contractor:

- ☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other. \_\_\_\_\_
- (f) Common Parent. \_\_\_\_\_  
  
☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
  
☐ Name and TIN of common parent:  
 NAME: \_\_\_\_\_  
 TIN: \_\_\_\_\_

(End of provision)

(KF7044)

K-8
 52.207-4
 ECONOMIC PURCHASE QUANTITY - SUPPLIES
 AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

K-9
 52.209-5
 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS
 MAR/1996

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-R-0246      <b>MOD/AMD</b></p>	<p align="center"><b>Page 54 of 64</b></p>
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**Name of Offeror or Contractor:**

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )  
have not ( ),

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ( )  
are not ( )

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( )  
has not ( ),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions). certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7033)

K-10      52.222-22      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0246 MOD/AMD	Page 55 of 64
Name of Offeror or Contractor:		

(KF7057)

K-11	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it  
 ( ) has developed and has on file,  
 ( ) has not developed and does not have on file,  
 at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  
 ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

K-12	52.223-1	DELETED 14 FEB 00 WITHOUT REPLACEMENT - (CLEAN AIR AND WATER CERTIFICATION)	APR/1984
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KF7021 - DELETED 14 FEB 00 WITHOUT REPLACEMENT

K-13	252.209-7003	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
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DFARS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

K-14	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	SEP/1999
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DFARS

(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
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Name of Offeror or Contractor:

_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

(End of Provision)

KA7702

K-15            252.247-7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA            AUG/1992  
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 57 of 64</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.  
Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	FEB/2000
L-3	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-4	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Firm Fixed-Price contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-5	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ATTN: Mrs. Kris Mendoza, Contracting Officer, TACOM-Rock Island, AMSTA-LC-CSC-A, Rock Island, Illinois, 61299. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSCBA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSCBA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

L-6	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 58 of 64</b>
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**Name of Offeror or Contractor:**

(End of Provision)

(LF7015)

L-7 9.306(c) FAR WAIVER OF FIRST ARTICLE APPROVAL

THIS PROCUREMENT IS SUBJECT TO FIRST ARTICLE APPROVAL TESTS. OFFERS ARE INVITED ON THE BASIS OF 'WITH FIRST ARTICLE' AND 'WITHOUT FIRST ARTICLE APPROVAL.' THE FACT THAT AN OFFEROR HAS PREVIOUSLY FURNISHED THE ITEM DOES NOT NECESSARILY MEAN THE FIRST ARTICLE WILL BE WAIVED. ANY WAIVER OF FIRST ARTICLE IS SUBJECT TO A RENEWED REQUIREMENT WHEN ANY OF THE CONDITIONS DESCRIBED IN SECTION E PARAGRAPH ENTITLED 'INSTRUCTION REGARDING SUBMISSION OF FIRST ARTICLE' OCCURS.

The Government reserves the right to waive the requirements for first article approval testing where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror and have been accepted by the Government. To permit proper evaluation in such cases, offerors, who are eligible to have first article approval tests waived, and have so offered, are hereby requested to submit prices on all requirements set forth in Section B so that they will not be precluded from consideration for award in the event that the Government determines that an award requiring first article approval is in the best interests of the Government. If such determination is made, award will be made with First Article Approval.

Award will be made to that responsible offeror whose offer conforming to the Solicitation, will be most advantageous to the Government, price and other factors considered.

Offers submitted Without First Article Approval, must state the contract number, if any, under which identical or similar supplies were previously accepted by the Government. (However, see Notice above.) In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. \_\_\_\_\_

DATES \_\_\_\_\_

(LF7009)

L-8 52.215-4510 ELECTRONIC BIDS/OFFERS AUG/1999  
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.  
<[http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 59 of 64</b>
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**Name of Offeror or Contractor:**

L-9                      52.215-4511                      ELECTRONIC AWARD NOTICE                      APR/1999  
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:  
\_\_\_\_\_

(End of provision)

(LS7012)

L-10                      52.246-4051                      DELETED 17 OCT 00, NO REPLACEMENT -- OFFEROR'S QUALITY ASSURANCE                      FEB/1998  
TACOM-RI                      SYSTEM

DELETED 17 OCT 00, NO REPLACEMENT

(LS7443)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L1 Definitions:

L1.1 "Performance Risk", as used in this solicitation, is the risk associated with an offeror's likelihood of success in performing the solicitations requirements as indicated by that offeror's record of past performance.

L1.2 "Past performance information", as used in this solicitation, is relevant information regarding an offeror's actions in all performance areas such as conformance to contract requirements and standards of good workmanship, customer satisfaction and the contractor's adherence to contract schedules under previously awarded contracts.

L2.1 Section 1 - Performance Risk:

(a) Previous contract history: The offeror shall include a description of previous U.S. Government, and/or commercial contracts (all prime and major subcontracts), that are relevant/similar in size, scope, and complexity to the effort required in this solicitation and performed, and/or delivered during the last three (3) years previous to the date of the solicitation. Past performance information is limited to 10 relevant previous contracts.

(b) Relevant/similar manufacturing/assembly experience is associated with those required to produce to the government TDP contained in this solicitation. Relevant/similar manufacturing/assembly experience includes such things as:

- (1) Manufacturing, assembly, and inspection of machined/welded steel components.
- (2) Machining, e.g., milling, drilling, forming, etc., steel components.
- (3) Welding of steel and sheet steel components.
- (4) Processes in accordance with those specified in the government technical data package, i.e., applying heavy phosphate coating to steel components.

(c) Each past contract does not have to meet all of the criteria above to be considered relevant. For each of your relevant past

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 60 of 64</b>
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**Name of Offeror or Contractor:**

contracts you should provide the following information:

- (1) Contract Number
- (2) Contract type
- (3) Award price/cost.
- (4) Original delivery schedule.
- (5) Final, or projected final, delivery schedule.
- (6) Your CAGE/DUNNS numbers and email address.
- (7) Government or commercial contracting activity address.
- (8) Procuring Contracting Officer's name, telephone/fax numbers and email address.
- (9) Government or commercial contracting activity technical representative, names, telephone/fax numbers and email address.
- (10) Government DCM location and address. The Administrative Contracting Officer, Industrial Specialist, and Quality Representative names, address, telephone/fax numbers and email address.
- (11) Complete description of relevancy between the submitted contract scope of work and the scope of work required in this solicitation.
- (12) Include an explanation of delivery schedule requirements that were not met, and any corrective actions taken to avoid problems in the future and provide information in areas such as conformance to contract requirements, conformance to standards of good workmanship and conformance to quality principles.

L.2.2 Cancellations and terminations: Identify any recent contract, which may have been terminated, or cancelled for any reason, in whole or in part. Include prime contracts; contracts under which you were a subcontractor and any of your subcontractor's contracts. Provide the information requested in L2.1 above for any of these contracts. If there were no cancellations or terminations, please state that.

L.2.3 We may use the data you provide, and data we gather from other sources to evaluate the contractors past performance. Since we may not interview all the sources you provide, it is incumbent upon each offeror to explain all the data they provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete performance risk information remains with the offeror. We may reject a proposal if it does not contain the information required.

L.2.4 If the offeror intends to subcontract a major portion of the requirement of the solicitation; the offeror shall identify the proposed subcontractors and provide adequate information per L.2.1, as to allow the Government to perform an evaluation of the subcontractor's capabilities and ability to perform the required tasks.

L.2.5 The offerors shall include in their proposal the written consent of their proposed subcontractors allowing the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiation, if applicable.

\*\*\* END OF NARRATIVE L 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 61 of 64</b>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1 15.304 FAR	EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH)	DEC/1997

The following are the evaluation factors for award:

PRICE AND PAST PERFORMANCE.

(MF6012)

M-2	52.217-5	EVALUATION OF OPTIONS	JUL/1990
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a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

M-3	52.215-4507 TACOM-RI	EVALUATION OF OFFERS	MAR/1988
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An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

Proposals are intended to be evaluated and award made without discussions unless discussions are determined to be necessary.

(End of Provision)

(MS7100)

M-4	52.245-4519 TACOM-RI	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	FEB/1996
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(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 62 of 64****PIIN/SIIN** DAAE20-00-R-0246**MOD/AMD****Name of Offeror or Contractor:**

proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

\_\_\_\_\_ Offer is predicated on use of Government property in offeror's possession.

\_\_\_\_\_ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: \_\_\_\_\_

Number and Date: \_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: \_\_\_\_\_ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{\text{TxRxPxS}}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0246      MOD/AMD</p>	<p style="text-align: center;"><b>Page 63 of 64</b></p>
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**Name of Offeror or Contractor:**

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)  
SECTION M - BASIS FOR AWARD

**M1 PRICE CONSIDERATIONS**

M1.1 Proposals are intended to be evaluated and award made without discussions unless discussion are determined to be necessary.

M1.2 Price Evaluation: The award will not be made on price alone, but rather based on an evaluation of past performance and price with past performance being slightly more important. The price area will be evaluated to determine total estimated price to the government and the reasonableness of the price. The total evaluated price will be computed by adding the following totals together: (1) The proposed unit price multiplied by the basic quantity for (each CLIN) and (2) The option unit price multiplied by the 100% option quantity for each of the CLINS 0001-0005. There will be only one award, with all CLINs in this bundle being awarded to a single offeror. Proposals that are unrealistic in terms or unreasonably high or low in price may be rejected. This is not a cost realism analysis rather it's a common-sense check to ensure price reasonableness.

**M.2 PERFORMANCE RISK**

M.2.1 Past Performance: The Government will evaluate the relevancy and quality history of the offeror's past performance as it relates to the probability of successful accomplishment of the required effort. Performance risks are those associated with and offeror's likelihood of success in performing the solicitations requirements as indicated by that offeror's record of past performance. Consideration will be given to the degree to which the offeror has met all aspects of contract requirements including contract delivery schedule conformance on relevant contracts as defined in Section L (within the past three years) accomplishment of a significant achievement, or resolution of a manufacturing or quality problem. This information can become an important consideration in the selection process. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. As part of this effort, evaluators will consider relevant data extrinsic to the proposal, which is otherwise available to the Government. This information will then be assessed along with the offeror's proposal to determine the performance risk. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors. In evaluating performance history, the Government will look at the offeror's delivery performance and adherence to the technical requirements, e.g., how the product conforms to requirements of the cited contracts. Factors to be looked at include conformance delivery schedules and extensions and conformance to contract requirements, standards of good workmanship and quality principles.

General trends in past performance, including quality deficiency reports and demonstrated corrective actions, will also be evaluated. Past performance will be adjectivally/narratively assessed with a risk rating applied to each offeror as follows:  
(FAR 15.305(a)(2)(ii)):

- (A) Exceptional/Very Low Risk: Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort.
- (B) Good/Low Risk: Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
- (C) Satisfactory/Moderate Risk: Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0246 <b>MOD/AMD</b>	<b>Page 64 of 64</b>
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**Name of Offeror or Contractor:**

(D) Marginal/High Risk: Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.

(E) Unsatisfactory/Very High Risk: Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

(F) Unknown Risk: No performance record identifiable. Offerors who receive an unknown rating will not be evaluated either favorably or unfavorably, but will be evaluated in the context of the importance of past performance to the overall solicitation effort. (FAR 15.305(a)(2)(ii)).

\*\*\* END OF NARRATIVE M 001 \*\*\*